

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT
by and between

VERIZON NEW ENGLAND INC.
d/b/a
VERIZON MAINE

and

AT&T WIRELESS SERVICES, INC.

FOR MAINE

This Amendment No. 1 (this "Amendment") is made this 30TH day of March 2001 (the "Effective Date") by and between AT&T Wireless Services, Inc., ("AWS"), a Delaware corporation with offices at 7277 164th Avenue NE, Redmond, WA 98052, and Verizon New England, Inc.d/b/a Verizon Maine, ("VZ"), a New York corporation with offices at 185 Franklin Street, Boston, MA 02110 (each of VZ and AWS being individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, VZ and AWS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 17, 2000 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of commercial mobile radio services make available certain E-9-1-1 services, and has established clear and certain deadlines by which said service must be available.

WHEREAS, the Parties desire to provide AWS with access to the E-9-1-1 network systems and databases established and maintained by VZ in a technically and economically efficient manner sufficient to enable AWS to provide E-9-1-1 service to its end user customers; and

WHEREAS, the Parties wish to enter into an agreement that will allow AWS to provide E-9-1-1 to its end user customers using the systems and databases established and maintained by VZ on terms that are fair and equitable to both Parties;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

VZ-AWSME NCAS AMENDMENT

The following replaces section 6.3.1 of the Interconnection Agreement in its entirety:

6.3.1 NCAS E911 Services

The following definitions are applicable in this Section 6.3.1:

"Alternate PSAP" is the PSAP designated by the controlling 9-1-1 Authority to receive a 9-1-1 call in the event the Selective Router is unable to complete the 9-1-1 call to the Designated PSAP because the PSAP trunks are busy or out of service. A Designated PSAP may have one or more alternates, depending upon network architecture and local provisions.

"Automatic Location Identification Database" or "ALI Database" means the emergency services (E-9-1-1) database containing caller location information (provided on a dynamic or static basis) including the carrier name, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.

"AWS Wireless End User" means any person or entity receiving service on an AWS Wireless System.

"Call Back Number" means the MDN or other number that can be used to call back the AWS Wireless End User, which may be used by the PSAP to call back the AWS Wireless End User if a 911 Call is disconnected.

"Cell Sector" means a geographic area defined by AWS (according to AWS's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

"Cell Site" means the AWS fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic from/to an AWS Wireless End User.

"Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 9-1-1 Call made by an AWS Wireless End User, and which may also include additional information regarding a Cell Sector.

"Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP.

"Designated PSAP" means the PSAP designated by the Parties to receive a 911 Call based upon the geographic location of the Cell Site.

"NCAS" means Non-Call Path Associated Signaling.

"PAM Protocol" means the bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

"Routing Number" is a number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the

Routing Number (identified in standard documents as Emergency Services Routing Key “ESRK”) is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database with a matching Routing Number.

“911 Attendant” means the PSAP telecommunicator receiving a 911 Call.

“911 Call(s)” means a call made by an AWS Wireless End User by dialing the three digit telephone number “9-1-1” (and, as necessary, pressing the “Send” or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

6.3.1.1 Notwithstanding anything contained herein to the contrary, the respective obligations of the Parties contained in this Section are not effective as to a particular PSAP until AWS notifies VZ in writing that it has received a request from a Public Safety Answering Point (“PSAP”) (“Requesting PSAP”) to provide E-911 service within a jurisdiction served by VZ in Maine. Upon receipt of such a notice from AWS, the Parties shall promptly implement the respective obligations of the Parties contained in this Section.

6.3.1.2 AWS may, at its option, interconnect to the VZ 911/E911 selective router or 911 tandem offices, as appropriate, that serve the areas in which AWS provides exchange services, for the provision of 911/E911 services and for access to all sub-tending PSAP. In such situations, VZ will provide AWS with the appropriate CLLI codes and specifications of the tandem office serving area. In areas where E-9-1-1 is not available, AWS and VZ will negotiate arrangements to connect AWS to the 911 service.

The Parties will route 911 Calls to the Designated PSAP in a manner designed to enable the 911 Attendant to communicate with the AWS Wireless End User and to determine its Call Back Number and the corresponding Cell Site/Sector Information.

6.3.1.2.a. The Parties shall route the 911 Calls and associated call back and location information in accordance with the following minimum requirements:

(1) Trunking.

Notwithstanding anything contained in the Interconnection Agreement to the contrary, VZ shall provide AWS with a minimum of two (2) dedicated Type 2C trunks for the provision of E911 services.

(2) Voice.

Upon receipt of a 911 Call from an AWS Mobile Switching Center, VZ shall route the voice portion of the 911 Call and its corresponding Routing Number (for NCAS calls, the ESRK) from its selective router to the Designated PSAP. If VZ is unable to route the call to the Designated PSAP due to a failure in the delivery of the Routing Number, VZ will route the call to a Default PSAP designated by AWS and approved by the controlling 9-1-1 Authority. Both Parties’ network architecture and routing responsibilities will be in accordance with Applicable Law. If VZ is unable to route to the Designated PSAP (all PSAP trunks busy or out of service), VZ will route the call, to an Alternate PSAP(s), or busy tone as designated by the controlling 9-1-1 authority.

(3) Data.

Upon receipt of a PSAP query to a VZ-controlled ALI Database to obtain the Call Back Number and Cell Site/Sector Information for a 911 Call, the VZ-controlled ALI Database shall route the query to an AWS-controlled ALI Database designated by AWS.

The VZ-controlled ALI Database shall then automatically receive from the AWS-controlled ALI Database the Routing Number, Call Back Number and Cell Site/Sector Information associated with the 911 Call.

The VZ-controlled ALI Database shall then transmit the Routing Number, Call Back Number and Cell Site/Sector Information to the PSAP within a time period at parity with the transmission rates in response to similar queries to the VZ-Controlled ALI Database for 911 calls originating from wireless carriers other than AWS.

6.3.1.3 All path and route interconnections for 911/E911 will be diverse, as necessary, and as required by Applicable Law.

6.3.1.4 Within thirty (30) days of its receipt of a request from AWS and to the extent authorized by the relevant federal, state, and local authorities, VZ will provide AWS with the following at a reasonable charge, if applicable:

- (a) a list of the address and the CLLI code of each 911/E911 Selective/Router or 911 tandem office(s) in the area in which AWS plans to offer NCAS-based CMRS services that do not constitute Fixed Wireless Services;
- (b) a list of VZ personnel who currently have 911 responsibility;
- (c) any special 911 trunking requirements for each 911/E911 selective router or 911 tandem office where available; and
- (d) return of any AWS E911 data entry files containing errors, so that AWS may ensure the accuracy of the records.

6.3.1.5 AWS shall use, where available, the VZ Private Switch/Automatic Location Identification ("PS/ALI") electronic interface, when available, through which AWS shall input and provide a daily update of 911/E911 database information related to appropriate routing numbers (also referred to as pseudo ANIs or ESRK) associated with each face of the Cell Site. In those areas where the PS/ALI electronic interface is not available, AWS shall provide VZ with all appropriate 911/E911 information via facsimile for VZ's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to VZ standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards.

VZ shall supply to AWS Routing Numbers from a given line range associated with a local NPA/NXX codes to support NCAS deployment in the VZ territories.

6.3.1.6 VZ and AWS shall each use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of AWS systems to the 911/E911 platforms.

6.3.1.7 VZ and AWS will work cooperatively, if necessary, to arrange meetings with PSAPs to answer any technical questions the PSAPs or county or municipal coordinators may have regarding the 911/E911 arrangements.

6.3.1.8 AWS shall be responsible for providing facilities from the AWS Mobile Switching Center to the VZ 911 tandem office.

6.3.1.9 AWS will compensate VZ for connections to its 911/E911 services pursuant to the rates set forth in the attached Exhibit A.

6.3.1.10 AWS will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E911 services in Maine.

6.3.1.11 VZ shall provide or permit AWS to terminate two frame relay circuits from an AWS-controlled ALI Database to each VZ ALI Database site.

6.3.1.12 VZ shall place necessary Customer Service Unit/Data Service Unit (“CSU/DSU”) at each VZ ALI Database site, for the provision of the Routing Number, Call Back Number, Cell Site/Sector Information.

6.3.1.13 VZ and AWS shall provision their respective ALI Databases such that the exchange of data between each shall use the PAM Protocol or other agreed upon interface.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30th day of March 2001.

**AT&T WIRELESS SERVICES
INC. FOR MAINE**

By: _____

Printed: _____

Title: _____

VERIZON MAINE

By: _____

Printed: Jeffrey A. Masoner

Title: Vice-President Interconnection
Services Policy & Planning

AMENDMENT #1 to Exhibit A

The following is added to Section VIII. 911/E911:

D. NCAS Monthly Recurring Charges¹

¹ These monthly recurring charges are based on estimated wireless carrier penetration rates. To the extent that this Agreement continues beyond 2001, the monthly recurring charges are subject to change with notice to AWS, in the form of an Industry Letter or otherwise.

<i>State</i>	<i>2000</i>	<i>2001</i>
ME	\$795.00	\$567.00